

Exhibit D
Settling States Plan for Acceptance and Delivery of Settlement Product

1. Settlement Product Allocation

The Parties agree that the total WAC value of the Settlement Product to be provided to a Settling State under this Agreement is that Settling State's allocated percentage (as set forth in Exhibit F to this Agreement) of \$140,000,000 and that for purposes of this Agreement the WAC value per unit of Settlement Product is \$2,017.34 for SUBLOCADE®, both 100mg and 300mg, and \$98.00 for OPVEE® 2.7mg. A Settling State may request up to twenty-five percent (25%) of its full Settlement Product allocation in each of Payment Years 2-5 ("Maximum Annual Quantity").

For each calendar year during the applicable four-year term, the difference in quantity of Settlement Product between the Settling State's Maximum Annual Quantity and the annual Product Election Amount will be converted (the "Converted Quantity") into a cash value equaling twenty-five percent (25%) of the WAC value of the Converted Quantity.

A Settling State shall not request quantities of Settlement Product that exceed the Product Election Amount for the applicable period.

2. Calculation and Payment of Cash Conversion Amount

A Settling State that elects to receive its Settlement Product Cash Conversion Amount in any or all Payment Years will receive the total of the State's Settlement Product Cash Conversion Amount in Payment Year 5.

For example, assume State X is allocated \$10 million in Settlement Product at WAC, which would convert to \$2.5 million in Settlement Product Cash Conversion (based on the 25% conversion rate). Therefore, State X would receive \$2.5 million in Settlement Product at WAC annually over 4 years, or \$2.5 million in Settlement Product Cash Conversion to be payable as a one-time payment in Payment Year 5, if it elected full Settlement Product Cash Conversion.

3. Completion of the Settlement Product Election Form

Within thirty (30) days after the Effective Date and at least 90 days prior to the Annual Payment Date for Payment Years 3-5 (calendar years 2027-2029, each an "Election Year"), each Settling State must execute and return to Indivior and the Settlement Fund Administrator the Settlement Product Election Form as set forth below in this Exhibit D if it elects to receive, consistent with the Settlement Product Election Form, all or any portion of the Settlement Product allocated to the Settling State ("Product Election Amount").

If a Settling State elects SUBLOCADE as its Settlement Product, then at the time of the election using the Product Election Form, the Settling State must designate no more than five delivery locations within the Settling State to receive the Settlement Product on behalf of the Settling State ("SUBLOCADE Delivery Locations"). The Settling State further must certify in writing via the Product Election Form that each SUBLOCADE Delivery Location satisfies all of the following requirements:

- 1) the SUBLOCADE Delivery Location is certified under the SUBLOCADE Risk Evaluation and Mitigation Strategy (REMS) Program;
- 2) the SUBLOCADE Delivery Location maintains a valid DEA registration; and
- 3) the SUBLOCADE Delivery Location is fully equipped to comply with all aspects of the Storage and Handling section of the Prescribing Information for SUBLOCADE (including but not limited to refrigeration requirements, security, and disposal).

If a Settling State fails to identify a SUBLOCADE Delivery Location that satisfies these requirements, then the election will be rejected. The Settling State may submit a corrected Product Election Form within 30 days after Indivior provides written notice that the election has been rejected. If a Settling State fails to timely submit a corrected Product Election Form that either (a) elects OPVEE or (b) elects SUBLOCADE and identifies a qualifying SUBLOCADE Delivery Location, then election of Settlement Product will be rejected and the Settling State will instead receive the applicable Cash Conversion Amount as though no Settlement Product was elected under the Agreement.

If a Settling State elects to receive OPVEE, then at the time of the election using the Product Election Form, the Settling State must certify in writing that the Settling State has in place a statewide standing order or other applicable law that permits the distribution of OPVEE in the Settling State without a patient-specific prescription.

Each Settling State shall ensure that each location within the Settling State for delivery of OPVEE, which may be identified via Purchase Order, and each SUBLOCADE Delivery Location (collectively, the “Delivery Locations”) will comply with all applicable state and federal laws surrounding receipt, handling, and distribution of the Settlement Product.

4. Orders, Purchase Order Fulfillment, Distribution & Delivery

Orders to INDIVIOR

If a Settling State’s Product Election Form has been accepted by Indivior, then the Office of the Attorney General, or a state office, agency, officer or official designated by the Office of the Attorney General, on behalf of each Settling State, shall have the right to place periodic purchase orders setting forth the quantity of the Settlement Products to be delivered and the Settling State’s desired delivery date (each, a “Purchase Order”). In each Purchase Order, the desired delivery date must be at least 90 days after the date on which Indivior receives the Purchase Order. Each Settling State shall be permitted to place a maximum of one Purchase Order per quarter (totaling a maximum for four Purchase Orders per year).

Each Purchase Order from the Settling State shall be in writing and directed to Indivior’s third-party logistics provider, currently ICS, with a copy to Indivior. Questions regarding Purchase Orders should be directed to Indivior’s Head of Operations & Compliance, USA. Indivior will provide more detailed Purchase Order contact information within 30 days after acceptance of any Product Election Form.

Fulfillment of Purchase Orders by INDIVIOR

Purchase Orders submitted to Indivior on behalf of a Settling State pursuant to this Agreement

shall in all respects be processed and filled by Indivior as though such Purchase Orders had been submitted by Indivior's regular paying customers, except to the extent inconsistent with the terms of this Agreement.

For all Purchase Orders received, Indivior will use its good faith efforts to deliver Settlement Product by the desired delivery date, at no cost to the Settling State, provided that the desired delivery date is at least 90 days after the date on which Indivior receives the Purchase Order.

Indivior shall respond to the Settling State's Purchase Order request within seven (7) calendar days confirming the order. For each Purchase Order received, Indivior shall provide the Settling State with estimated delivery dates for receipt of the Settlement Product. Indivior will use good faith efforts to deliver Settlement Product with at least six (6) months remaining shelf life. In no event will Indivior be responsible for replacing, reimbursing for, or disposing of Settlement Product after the 10-day inspection period described in Section 5 of this Exhibit has expired.

Indivior will have the right to reject any Purchase Order that would result in quantities of Settlement Product being ordered during a calendar year in excess of a Settling State's Product Election Amount for that calendar year. In the event a Settling State orders quantities of Settlement Product in a given calendar year that equate to less than its Product Election Amount for that calendar year, it will not be permitted to order any shortfall during any subsequent calendar year.

For purposes of this Agreement, the term "Force Majeure Event" means any event reasonably beyond the control of Indivior that prevents Indivior from manufacturing or distributing Settlement Product, including wars, hostilities, revolution, riots, civil commotion, national emergency, unavailability of supplies, epidemics, pandemics, health crisis, fire, flood, earthquake, force of nature, explosion, terrorist act, embargo, or any act of God, or any law, regulation, ordinance, or other act or order of any court or governmental authority. In the event of a Force Majeure Event or other inability to obtain appropriate commercialization or supply any order made by a Settling State for Settlement Product, Indivior shall promptly provide written notice to the Settling State. Indivior and the Settling State shall meet and confer within seven (7) days of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible.

Summary of Election and Purchase Order Process

Payment Year	Settlement Product Election Form Due By	Purchase Orders (PO)
2 (2026)	Within 30 days of Effective Date	May be made 4x/year, once a quarter. PO must be submitted at least 90 days <i>before</i> desired delivery date
3 (2027)	December 1, 2026	
4 (2028)	December 1, 2027	
5 (2029)	December 1, 2028	

5. Delivery to State-Designated Facility

Indivior shall make good-faith efforts to ensure that delivery of the Settlement Product occurs no more than ten (10) business days after the shipment date. Should delivery within this deadline not occur, Indivior agrees to notify the Settling State in writing and to work in good faith to resolve shipping or delivery issues that may arise.

Shipping shall occur in the same manner that Indivior, through its third-party logistics provider, regularly ships this Settlement Product. Any damages to the Settlement Product or other shipping damages or liability arising prior to receipt of the Settlement Product by the Settling State shall not be the responsibility of the Settling State. Should damage to Settlement Product occur during shipping before delivery to the applicable Delivery Location, Indivior agrees to re-ship the amount damaged promptly and at no cost to the Settling State.

Delivery of the Settlement Product is complete when Indivior, through its third-party logistics providers, delivers all units of a particular order to a Delivery Location and when the receiving Delivery Location signs a proof of delivery.

The Settling State shall inspect the Settlement Product within ten (10) business days after delivery to the Delivery Location. If the Settling State identifies damages to the Settlement Product during the inspection, the Settling State will notify Indivior and Indivior agrees to work in good faith to replace the damaged Settlement Product promptly. If the Settling State identifies a shortage in the shipment of Settlement Product during the inspection, the Settling State will notify Indivior and Indivior agrees to work in good faith to reconcile the claimed shortage and, if a shortage is confirmed, ship the missing Settlement Product promptly. The Settling State will ship any damaged Settlement Product in accordance with Indivior's instructions. The Settling State will destroy and dispose of expired or otherwise unusable Settlement Product in accordance with all applicable laws, rules and regulations.

6. Distribution by State

The Settling State may distribute the Settlement Product throughout its state at its sole discretion. The time, place, and manner of any distribution of the Settlement Product by the Settling State will be determined solely by the Settling State. The Settling State will comply with any state or federal laws regarding the distribution of the Settlement Product.

The Settling State retains the right to alter its distribution plan according to the Settling State's needs, including the right to store the Settlement Product at a state facility for any length of time that complies with all applicable laws and all requirements applicable to the Settlement Product (*e.g.*, REMS program requirements). The Settling State may distribute the Settlement Product as it deems best to address the opioid-related public health crisis in its state, and alteration of distribution to recipients shall be at the sole discretion of the Settling State without regard to the preferences or recommendations of Indivior.

Settlement Product Election Form

State:	
Attorney General:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Election Year (<i>circle one</i>):	2026 2027 2028 2029

As of the date the Settling State submits this Settlement Product Election Form, the Settling State identified above, acting through the undersigned Attorney General, or other state office, agency, officer or official designated by the Attorney General, hereby makes the following elections for the Election Year indicated above:

I. PRODUCT ELECTION AMOUNT

The Settling State hereby elects the following Product Election Amount and Converted Quantity (*identify relevant election percentages, which must total 100%*):

_____ % of the Settling State's Maximum Annual Quantity as Settlement Product (Product Election Amount)

_____ % of the Settling State's Maximum Annual Quantity converted to a cash value (Converted Quantity)

II. SPECIFIC PRODUCT ELECTION

Complete this Section II only if the Product Election Amount in Section I is greater than zero.

The Settling State hereby elects the following products:

Product Elected (*choose one*): _____ **SUBLOCADE® 100mg**

_____ **SUBLOCADE® 300mg**

_____ **OPVEE® 2.7mg**

III. DELIVERY LOCATIONS

Complete this Section III only if the Product Election Amount in Section I is Greater than Zero. Identify not more than five Delivery Locations.

The Settling State hereby identifies the following Delivery Locations:

1.

- 2.
- 3.
- 4.
- 5.

If SUBLOCADE 100mg or SUBLOCADE 300mg has been selected above: the Settling State hereby certifies that each SUBLOCADE Delivery Location satisfies all of the following requirements:

- 1) the SUBLOCADE Delivery Location is certified under the SUBLOCADE Risk Evaluation and Mitigation Strategy (REMS) Program;
- 2) the SUBLOCADE Delivery Location maintains a valid DEA registration; and
- 3) the SUBLOCADE Delivery Location is fully equipped to comply with all aspects of the Storage and Handling section of the Prescribing Information for SUBLOCADE (including but not limited to refrigeration requirements, security, and disposal).

If OPVEE has been selected above: the Settling State hereby certifies that the State has in place a statewide standing order or other applicable law that permits the distribution of OPVEE in the Settling State without a patient-specific prescription.

The Settling State shall ensure that each Delivery Location will comply with all applicable state and federal laws surrounding receipt, handling, and distribution of the Settlement Product.

IV. CASH CONVERSION

The cash value of Settlement Product is equal to twenty-five percent (25%) of the WAC value of the Settling State's Converted Quantity. This Settlement Election Form shall be applicable to the above identified Election Year, as specified in Section XIV of the Agreement.

V. AUTHORIZATION AND SIGNATURE

I have all necessary power and authorization to execute this Settlement Product Election Form on behalf of the Settling State.

Signature: _____

Name: _____

Title: _____

Date: _____